

DOCUMENT
#5078
ADOPTED 7/28/88

RESOLUTION OF THE BOSTON REDEVELOPMENT AUTHORITY
RE: FINAL DESIGNATION OF THE BOSTON HARBOR INVESTMENT
GROUP INC.
AS DEVELOPER OF BUILDING 79
IN THE CHARLESTOWN NAVY YARD
CHARLESTOWN URBAN RENEWAL AREA
PROJECT NO. MASS. R-55

WHEREAS, the Boston Redevelopment Authority, (hereinafter referred to as the "Authority"), has entered into a contract for loan and capital grant with the Federal Government under Title 1 of the Housing Act of 1949, as amended, which contract provides for financial assistance in the hereinafter identified Project; and

WHEREAS, the Urban Renewal Plan for the Charlestown Urban Renewal Area, Project No. Mass. R-55, (hereinafter referred to as the "Project Area"), has been duly reviewed and approved in full compliance with local, State and Federal law; and

WHEREAS, the Authority is cognizant of the conditions that are imposed in the undertaking and carrying out of urban renewal projects with Federal financial assistance under said Title 1, including those prohibiting discrimination because of race, color, sex, religion or national origin; and

WHEREAS, THE BOSTON HARBOR INVESTMENT GROUP INC., has expressed an interest in, and has submitted a satisfactory proposal for, the development of BUILDING 79 in the Charlestown Navy Yard; and

WHEREAS, the Authority is cognizant of Chapter 30, Sections 61 through 62H of the Massachusetts General Laws, as amended, with respect to minimizing and preventing damage to the environment:

NOW, THEREFORE, BE IT RESOLVED BY THE BOSTON REDEVELOPMENT AUTHORITY:

1. That THE BOSTON HARBOR INVESTMENT GROUP INC. be, and hereby is, finally designated as Redeveloper of Building 79 in the Charlestown Navy Yard.
2. That it is hereby determined that THE BOSTON HARBOR INVESTMENT GROUP INC. possesses the qualifications and financial resources necessary to acquire and develop the land in accordance with the Urban Renewal Plan for the Project Area.
3. That disposal of said property by negotiation is the appropriate method of making the property available for redevelopment.

4. That it is hereby found and determined that the proposed development will not result in significant damage to or impairment of the environment and further, that all practical feasible means and measures have been taken and are being utilized to avoid or minimize damage to the environment.
5. That the Director is hereby authorized for and in behalf of the Boston Redevelopment Authority to execute and deliver a lease for Building 79 to said BOSTON HARBOR INVESTMENT GROUP INC. and to execute additional documents as may be necessary to effectuate the development of the property.
6. That THE BOSTON HARBOR INVESTMENT GROUP INC. be and hereby is authorized to apply for zoning variances necessary for the development of this project.
7. That the Secretary is hereby authorized and directed to publish notice of the proposed disposal transaction in accordance with Section 105(E) of the Housing Act of 1949, as amended, including information with respect to the "Redeveloper's Statement for Public Disclosure" (Federal Form H-6004).

Boston Harbor Investment Group, Inc.

160 Neponset Street

Dorchester, Massachusetts 02122

Donald J. Wynne
President

June 20, 1988

Mr. James English, Project Director
Charlestown Navy Yard
Boston Redevelopment Authority
Charlestown, Mass.

Dear Mr. English:

In compliance to your request regarding a disclosure statement for Building #79, the following information is provided:

1. Location: Building #79, Charlestown Navy Yard
2. Grantor/Lessor: Boston Redevelopment Authority
3. Grantee/Lessee: Boston Harbor Investment Group Inc.

The development team includes the following:

1. Legal Davis and Gordon, P.C. Boston, Ma.
2. Accounting The Mullen Company, Charlestown, Ma
3. Commercial Broker Donald J. Wynne, Boston, Ma.
4. Architect CSS Architects, Wakefield, Ma.
5. Construction The Lee Kennedy Co., Dorchester, Ma.
6. Financing The Boston Trade Bank, Boston, Ma.

The following information is provided pursuant to M.G.L. C.7 sec. 40 J:

1. The grantee/lessee is a sub chapter s corporation duly organized under the laws of the Commonwealth of Massachusetts.

2. Presently the sole director, officer and shareholder is Donald J. Wynne.

3. Should investor(s) enter into stock positions(s) or should there be a change of director(s) or corporate officer(s), names and addresses will be submitted.

The undersigned also acknowledges and states that none of the above individuals is an official elected to public office in the Commonwealth of Massachusetts nor is an employee of the Division of Capital Planning and Operations of the Commonwealth.

Signed under the penalties of perjury

Boston Harbor Investment Group Inc.

June 20, 1988

by: Donald J. Wynne Pres.
Donald J. Wynne, President
Suite 17F
65 East India Row
Boston, Mass. 02110

Law offices of Donald J. Wynne

Karbor Towers

Suite 17F

65 East India Row

Boston, MA 02110

(617) 723-5544

May 21 1997

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Dear Attorney King:

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[illegible]

Donald J. Wynne, President

RELEASE

May 7

1987

In consideration of Seven Thousand Three Hundred and Fifty-Two fiftycents 00 dollars
to be paid by Boston Harbor Investment Group, Inc.

the receipt whereof is hereby acknowledged I hereby remise, release and forever
discharge the said Boston Harbor Investment Group, Inc. and its Officers and Directors
and Shareholders

from all debts, demands, actions, causes of action,
suits, dues, sum and sums of money, accounts reckonings, bonds, specialties, covenants, contracts,
controversies, agreements, promises, doings, omissions, variances, damages, extents, executions and
liabilities and any and all other claims of every kind, nature and description whatsoever, both in
LAW and EQUITY, which against the said Boston Harbor Investment Group, Inc.
and its Officers, Directors and Shareholders

or Its heirs, executors, administrators, successors or assigns and subsidiaries, which I
now have or ever had from the beginning of the world to this date and more especially on account
of a release of any equity, stock or other position in the Boston Harbor Investment
Group Inc. in any business which the Corp. engages or has engaged including Bldg. 79
of the Boston (Charlestown) Navy Yard.

Executed as a sealed instrument this day and year above written.

Signed in presence of

Al Minahan

Lawyers Stationery Co., Boston Form 23

Donald J. Wynne
Donald J. Wynne, President; Boston Harbor
Investment Group, Inc.

July 13, 1988

Donald J. Wynne, President
Boston Harbor Investment Group, Inc.
65 East India Row, Unit 17F
Boston, MA 02110

RE: Boston Trade Bank Commitment #

Dear Mr. Wynne:

We are pleased to inform you that Boston Trade Bank (Bank) has approved your application for a construction mortgage loan on the property located at Building 79, Charlestown Navy Yard, Boston, MA.. It is our understanding that the property securing this loan consists of a parcel of land containing approximately 14,000 square feet and that it is improved with a brick building that will be gutted and renovated for office use.

All mortgage loan documents and related matters must meet with the approval of our counsel. All expenses incurred in either the making of the loan or the disbursement of the loan proceeds, including but not limited to recording, furnishing title evidence, attorney's fees, survey, and any similar items shall be borne by you.

The terms of the Commitment are as follows:

1. Mortgagor and Borrower. Boston Harbor Investment Group, Inc.
2. Borrowing Authority. If the mortgagor is a corporation, trust, partnership, or joint venture, the Bank shall be provided with appropriate resolutions and evidence of authority satisfactory to it pertaining to the right of the individuals acting for or on behalf of said executing parties to so act and bind said parties.
3. Guarantor. Repayment of this loan shall be personally guaranteed by Donald J. Wynne. By his acceptance of the terms hereof, Mr. Wynne guarantees performance of the Borrower of all terms and conditions of the within commitment and loan to Boston Harbor Investment Group, Inc.
4. Amount. \$900,000.00

The loan proceeds shall be allocated as follows:

[Approximate]:

Renovation, hard cost	\$700,000.
Interest, financing fees	100,000.
Legal, soft cost, misc.	100,000.

5. Interest Rate. Boston Trade Bank Prime plus 1½% per annum, adjusted daily.
6. Term. Eighteen months.
7. Repayment. During construction interest shall accrue at the rate of Boston Trade Bank Prime plus 1½% per annum, adjusted daily on the amount of Bank provided loan proceeds advanced.

The entire principal and accrued interest is due upon maturity of the mortgage loan.

8. Origination Fee. An origination fee of \$13,500.00 will be due and payable as follows: \$3,250.00 thereof as been paid upon the execution and acceptance by the Borrower of the terms of the within commitment letter; and the balance at the time of the closing from the initial disbursement of the loan. The origination fee shall be non-refundable.
9. Security. The loan shall be secured by a leasehold mortgage on a ground lease to borrower of no less than sixty-five years, subordinate only to the fee interest of the owner of record, on a good and marketable fee simple interest in the above-referenced project. In addition, we shall be given a first security interest in all fixtures, furnishing, furniture, carpets, equipment and other personal property (other than tenants fixtures) pertinent to the real estate. This lien will be evidenced by a security agreement and filing under the Uniform Commercial Code. The bank shall also receive an assignment of all rents and leases for the aforementioned project.
10. Title. We are to be furnished with a leasehold mortgagee's title insurance policy in a company, form and amount acceptable to us, establishing the mortgage as a valid lien on the premises subordinate only to the fee interest of the Owner with no further subordination to any other mortgages or liens. The property shall be free and clear of all encumbrances or other interests and free of encroachments of any kind subject only to

such exceptions, if any, as shall have been previously approved in writing by the Bank. The Bank shall also require a chattel search and report.

In addition, at the time of each construction advance, we shall require proper authorization from the title company indicating that the construction is free from all mechanics' and materialmen's liens.

11. Insurance. The borrower shall maintain insurance in the form, type (including without limitation, fire, extended coverage, builder's risk and liability), and in an amount at least equal to the greater of the outstanding principal of the mortgage or the full insurable value of all improvements including personal property given as security with a standard mortgagee's protective clause included in favor of Boston Trade Bank.

All such insurance coverage shall be written by a company with a general policyholder's rating of A or A+ in Best's latest Rating Guide. Flood insurance will be required in the maximum amount available or the mortgage amount, whichever is less, on any properties located in a HUD designated flood area, and the property and improvements must comply with all Federal, State, and Local laws, rules, regulations, ordinances, and restrictions pertaining to flood areas.

All leases and subleases will be assigned to the Boston Trade Bank. The terms and provisions of the leases and the forms thereof must be satisfactory to the Bank.

12. Survey. We are to be furnished with a copy of a survey by a registered engineer or surveyor showing adjoining streets and alleys, the location of improvements, and the existence of any encroachments and any recorded or visible easements, to which he has certified that the survey, made by him on the ground on the date stated, correctly shows the relation of buildings and other structures to the property lines indicated thereon; and that there are no encroachments of buildings or structures either onto or off said land except as shown.
13. Construction Loan Agreement. The borrower shall enter into a construction loan agreement prepared by the Bank's counsel governing all disbursements under the construction loan. Construction loan disbursements will be made at the borrower's request, but not more frequently than once every thirty days. Disbursements will be based on work completed to the date of requisition and satisfactory inspection of the project by the Bank.

The requisition shall be prepared by the borrower, general contractor, or architect and approved by the borrower. The Bank will be under no obligation to disburse any funds if the loan is in default. The construction loan agreement shall provide for a 10% holdback on all sums disbursed to the borrower. Inspections related to disbursements shall result in a charge of \$200.00 per disbursement. The first and all subsequent advances of the loan proceeds will be subject to the Bank's approval as to the progress of the construction to date and a determination that unadvanced proceeds will be sufficient to cover all direct and indirect costs expected by the Bank to be incurred in the completion of the project in accordance with such plans and specifications.

14. Plans and Specifications. The Bank shall have received and approved final plans and specifications for the construction of the aforementioned project. The Bank reserves the right to approve the project contractor and architect, and in addition, shall receive assurances from such contractor and architect in form and substance satisfactory to counsel for the bank to the effect that the Bank has the same right as the borrower to the continued use of the plans and specifications and such services as may be required in order to complete the project.
15. Cost Schedule. The borrower shall prepare, for attachment to the construction loan agreement referred to above, a schedule enumerating the specific costs which the borrower anticipates will be incurred in connection with construction of the project. Such schedule shall be subject to the approval of the Bank and subject to confirmation of the Bank of the specific items of which it is comprised.
16. Zoning and Land Use Requirements. The Bank shall be provided with proof satisfactory to it and its counsel to the effect that the subject property is zoned for the use intended that there will be no violation of any applicable state, federal or local environmental or land use law, ordinance or regulation and that there exists no governmental rules and regulations prohibiting the making of the loan or attaching any penalty or disability of the making thereof or the consummation of any of the transactions hereby contemplated.
17. Documents. Counsel for the Bank shall have been provided with copies of all material contracts, leases, and other documents affecting the use of the property com-

prising the security for the loan and shall have approved the substance thereof.

18. Subcontracts. The Bank shall have the right to request the borrower to submit to the Bank all subcontractors' subcontracts of each and every subcontractor or material supplier whose bid represents 10% or more of the total construction costs and a sufficient number of subcontractors and material suppliers' subcontracts whose bids collectively represent not less than 70% of the total costs of construction. The Bank reserves the right to approve or disapprove of each such contractor and subcontract.
19. Construction Contract. The Bank shall have received an executed copy of the construction contract referencing the approved final plans and specifications. The commitment is contingent upon the Bank's approval of the general contractor and the construction contract.
20. Secondary Financing. The commitment is conditioned upon there being, at the time of the making of the loan, and over the life of the loan, no secondary or supplementary financing, or any other lien, change of security interest upon or affecting any of the property (real or personal, tangible or intangible) in which the Bank has a security interest, or any agreement to grant any such interest other than liens or charges which will be discharged from the proceeds of the loan, without the written consent of the Bank.
21. Right of Cancellation. The Bank shall reserve the right to cancel and to terminate its obligations under this commitment if either of the following occur:
 - a. Failure of the borrower to comply, or cause to be complied within the time specified with any of the provisions or conditions applicable to this commitment;
 - b. Nonpayment within the prescribed time of any fees and expenses provided for in this commitment;
 - c. Unmarketable title or lack of approval by the Bank of title to the property or any documents delivered or to be delivered hereunder;
 - d. Damage of the improvements which will not have been repaired or restored to the satisfaction of the Bank at such time as the Bank is called upon to act pursuant to this commitment;

- e. Filing by or against any borrowers, owners or other persons required to execute any of the loan documents or any petition in bankruptcy or insolvency, or for reorganization or for the appointment of a receiver or a trustee, or the making of an assignment of the benefit of creditors or the filing of a petition for arrangement (which petition is not withdrawn or dismissed or which appointment, assignment or arrangement is not cancelled and terminated prior to the expiration of this commitment);
- f. Any change subsequent to this commitment deemed by the Bank to be material or substantial in the assets, net worth or credit standing of any borrower or other person who shall become obligated to the Bank under this commitment, or the taking of a judgment against any said person which, in the sole discretion of the Bank, materially affect his credit standing;
- g. Any misstatement of fact in the loan application and documents submitted in support thereof;
- h. Survey reveals a violation of building lines or restrictive covenant, encroachments, easements, floor level below flood level or matters of survey not acceptable to the Bank.

The foregoing right of cancellation and termination shall be exercised by the Bank by notifying you in writing, sent to the address first above set forth, and upon giving of such notice, all obligations of the Bank hereunder shall terminate and be of no further force or effect as of the date of such notice.

22. Right of Assignment. The Bank reserves the right to assign all or any part of its interest in the loan to a third party.

The borrower and/or guarantor, if any, agree to provide the Bank with a financial statement on an annual basis.

23. Alienation Clause. The Mortgage shall include as additional covenants:

The entire balance owing shall become due and payable immediately upon the sale or conveyance of real estate securing this loan, or the assignment of the ground lease by lessor or lessee or transfer of any interest thereunder unless the purchaser or assignee is first

approved by the mortgagee. Approval of the sale or assignment will be based upon our determination as to the acceptability of the terms of the sale or assignment, credit worthiness, financial strength, and competence to manage the subject property of the proposed purchaser or assignee. We reserve the right to adjust the mortgage loan interest rate or other loan terms as an additional condition of approval.

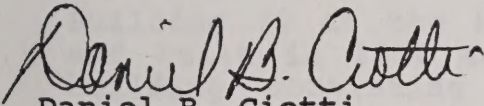
24. Non-Liability. The Bank assumes no liability to the borrower as a result of any inspection, appraisal, survey, title search or review of documents made by or on behalf of the borrower or the Bank.
25. Right to Inspect. The mortgagee shall have the right to make periodic thorough inspections of the property and the mortgagee may effect or have the borrower effect whatever repairs may be required to maintain the property in good condition.
26. Pre-Closing Inspection. The making of this loan is subject to our inspection and approval of the property prior to acquisition.
27. Right to Erect Sign. During the construction period, the Bank will be given the right to erect, subject to Boston Redevelopment Authority approval, at its own expense, a sign indicating that mortgage financing was supplied by the Bank. Said sign is to be erected as to be readily observed by the public and not interfere with the construction of the improvements.
28. Oral Changes; Paragraph Titles. This commitment cannot be changed, discharged, or terminated orally, by a third party, but only by an instrument in writing signed by the parties. Paragraph titles herein are for convenience only and shall not affect the construction hereof.
29. Deposit Relationship. The borrower agrees to open and maintain the main depository relationship of subject property with the Boston Trade Bank.
30. Assignability. Neither this commitment nor the loan proceeds are assignable by the borrower.
31. Loan Prior to Construction Approvals. The Bank may, at its option, make the loan prior to construction permits. The Bank disbursement shall be limited to \$150,000.00 until all permits and approvals for construction have been obtained.

32. Assignment of Leases and Rentals. During the term of the loan the Borrower shall execute at the request of the Bank conditional assignments of leases and rents which assignments shall be in recordable form and shall remain in effect during the entire period that the loan is outstanding.
33. Borrower's Costs. Any and all costs, fees and the like incurred by the Bank or arising in connection with the loan, including any and all attorneys fees and costs related to the loan, loan closing, title and the like shall be the sole cost of the Borrower, due and payable upon notice from the Bank or its attorney(s).
34. Expiration. This commitment will expire September 15, 1988.

In order to be binding upon the Bank, you must indicate your willingness to be bound by the terms of this commitment by executing a copy of this letter in the place provided and returning it to us by July 22, 1988.

Very truly yours,

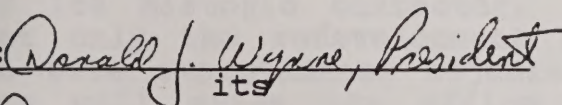
BOSTON TRADE BANK


Daniel B. Ciotti
President

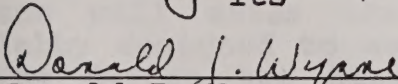
ACCEPTED:

DATE:

BOSTON HARBOR INVESTMENT
GROUP, INC.

BY: 
its

7.15.88


Donald J. Wynne, Guarantor

7.15.88

Doc. 5078

MEMORANDUM

JULY 28, 1988

TO: BOSTON REDEVELOPMENT AUTHORITY AND
STEPHEN COYLE, DIRECTOR

FROM: JOHN R. LEIGH, ASSISTANT DIRECTOR
JAMES F. ENGLISH, DEPUTY DIRECTOR
HARBOR PLANNING AND DEVELOPMENT
PAUL REAVIS, ASSISTANT DIRECTOR
ENGINEERING AND DESIGN SERVICES
JOHN O'BRIEN, PLANNING ASSISTANT
HARBOR PARK PLANNING AND DEVELOPMENT

SUBJECT: CHARLESTOWN NAVY YARD:
FINAL DESIGNATION OF REDEVELOPER, BUILDING 79

Summary: Memorandum requests Final Designation of Boston Harbor Investment Group Inc. as redeveloper of Building 79 at the Charlestown Navy Yard, grants Final Approval to plans and specifications for the rehabilitation of the building, and authorizes the execution of a Lease for the property.

Building 79 at the Navy Yard was designed by Joseph Billings and built in 1852 as a boiler house. It is a brick linear building consisting of 19,048 square feet. The building is two stories tall with heavily rusticated granite detailing and a gable roof. Used as a store house, a liquor store, and a wire-rope shop, Building 79 occupies a prominent location at the Gate Five entrance to the Navy Yard.

The developer has submitted a design, prepared by C.S.S Architects Inc., which retains the historic nature of this building, while refitting it for modern commercial office use. The developer's proposed renovations minimizes alteration of its historic character. From the new plaza, created by not only the redevelopment but also from a firm commitment to site improvements adjacent to buildings 62, 96, and 79, one will enter the office building through a full height lobby designed to expose the existing structural wood trusses. The design has been reviewed by the engineering and design staff of the Authority and has been submitted to The National Park Service (U.S. Department of Interior). At completion, the project will yield 17,000 net square feet of office space on two full floors.

The Tentative Designation of this project, voted June 12, 1986 was granted to The Boston Harbor Investment Group Inc., at that time Boston Harbor Investment Group Inc. consisted of Mr. Donald J. Wynne and Mr. Al Minahan each controlling 50% interest in the corporation. Since that time Mr. Donald J. Wynne has acquired 100% interest in the corporation as referenced in a letter dated May 21, 1988 and attached to this memorandum as an amendment to the disclosure statement

dated June 20, 1988 outlining the principals involved in this project. The Authority has previously approved a Lease Commencement Agreement, Voted May 21, 1987 and subsequently, a license authorizing approved demolition activities, Voted June 30, 1988.

Financing for the project will be provided by Boston Trade Bank in the Amount of \$900,000. A Bank commitment is attached to this memorandum. The project architect is Paul Connelly of C.S.S. Architects Inc., with Lee Kennedy Company of Dorchester Serving as general contractor. Counsel to the development team is the Boston firm of Davis and Gordon P.C.

The benefits of the project to the City and the Authority are substantial. Upon completion, the project will produce 70 permanent jobs, will pay a base rent to the Authority of \$19,048 per year and will pay \$25,300 in annual real estate tax payments to the City of Boston. The redeveloper will also pay a percentage rent of 15% of net revenues from the project to the Authority, a fee for maintenance services in the Navy Yard, and an additional fee for security. The developer also proposes to fund improvements to the Gate 5 pedestrian access way and other site improvements adjacent to the building, at a cost of \$100,000. Finally, consistent with other projects in the Historic Monument Area, the developer has agreed to make a contribution to the Charlestown Community Fund equal to \$1.00 per square foot of the improvements to the building. This contribution is to be made in equal installments, the first one being due upon the issuance of a building permit and the second payment due upon the issuance of a Certificate of Occupancy.

It is recommended, therefore, that the Boston Harbor Investment Group Inc. be granted Final Designation as redevelopers of Building 79 in the Charlestown Navy Yard, and further that the Director be authorized to execute a Lease and other appropriate documents with the developer for this project.

An appropriate resolution is attached.